

NO TRANSFER
TAX PAIDTRUSTEE'S DEED
FREE AND CLEAR OF LIENS
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KNOW ALL MEN BY THESE PRESENTS, that the **Bankruptcy Estate of Bradford J. LaLiberte and Nancy A. LaLiberte**, debtors in Chapter 7 matter pending in the United States Bankruptcy Court, District of Maine, Case Number 97-11905, pursuant to the provisions of Section 363 of the United States Bankruptcy Code, and pursuant to an Order of the Bankruptcy Court dated July 7, 1998, authorizing P. J. Perrino, Jr., as Trustee to sell the below described property of the said Bankruptcy Estate and to sell the interests of Alan J. Case and Sandra J. Case, co-owners of an undivided one-half interest in common in said real estate, free and clear of all liens and interests, a true copy of which Order is hereto annexed, and having given notice to all parties entitled to notice by the Bankruptcy Rules and Local Rule 6004.

In consideration of One Dollar (\$1.00) and other valuable considerations, the receipt whereof the said Trustee hereby acknowledges, does hereby release, grant, sell and convey to **John P. Jabar, Jr.**, of Portsmouth, County of Rockingham, and State of New Hampshire, his heirs and assigns forever, all right, title and interest in and to:

First Parcel

A certain lot or parcel of land with the buildings thereon, situated in ~~Waterville~~, County of Kennebec and State of Maine, bounded and described as follows:

On the south by Western Avenue; on the west by the Western Avenue Schoolhouse lot, so-called, and commonly known as the Brown Schoolhouse lot; on the North by land formerly owned by Jarvis Barney and now or formerly occupied by Chester L. Hussey; on the east by land formerly of Jarvis Barney and now or formerly occupied by Chester L. Hussey.

The premises are subject to reciprocal deeds between Doris B. Johnson and Joseph N. Pooler, formerly the owner of abutting premises, given to correct certain boundaries.

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Reference is made to a warranty deed from Doris B. Johnson to Joseph N. Pooler dated May 23, 1947 and recorded in Book 848, Page 422. Reference is also made to a warranty deed from Joseph N. Pooler to Doris B. Johnson dated May 19, 1947 recorded in Book 2554, Page 156.

Also, another certain lot or parcel of land, situated in Waterville, County of Kennebec and State of Maine, being a strip of land five (5) feet wide adjacent and parallel to the westerly line of the above described land of Doris B. Johnson, and being a portion of the Western Avenue Schoolhouse lot, so-called, bounded and described as follows:

Beginning at a stone bound in the northerly street line of Western Avenue, said stone bound being 103.50' easterly from the intersection of the east line of Belmont Avenue and the north line of Western Avenue; thence westerly along the northerly street line of Western Avenue a distance of 5.0 feet, more or less; thence northerly, parallel to and five (5) feet westerly from, the westerly property line of Doris B. Johnson a distance of 77.75', more or less; thence easterly at right angles a distance of 5.0' more or less to the northwest corner of the Doris B. Johnson property; thence southerly along the westerly line of said Doris B. Johnson a distance of 77.75' more or less to the point of beginning.

Second Parcel

A certain lot or parcel of land with the buildings thereon, situated in Waterville, County of Kennebec and State of Maine, bounded and described as follows, to wit:

Bounded easterly about one hundred sixteen (116) feet by the westerly line of Elm Street; southerly about fifty one (51) feet by the northerly line of Western Avenue and the northerly line of the Partridge lot, so-called; westerly by said Partridge lot and sixty-two and one half (62 1/2) feet by the east line of the school house lot; northerly one hundred (100) feet by the south line of the lot now or formerly of Horace G. Tozier.

Excepting and reserving from the above conveyance, the following described parcel of land:

A certain lot or parcel of land with the buildings thereon, situated in said Waterville, and bounded and described as follows, to wit:

Beginning at an iron pin in the westerly line of Elm Street, which pin is fourteen (14) feet northerly of the northeasterly corner of Joseph N. Pooler; thence westerly fifty-two and two tenths (52.2) feet to an iron pin; thence southerly ten (10) feet to an iron pin at the northeasterly corner of the lot of land of Arthur and/or Doris Johnson; thence westerly along said Johnson's northerly line forty-nine (49) feet to an iron pin in the easterly line of the Western Avenue School lot; thence northerly along said School lot about sixty-two and five tenths (62.5) feet to the southerly line of land formerly of Derochin; thence

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easterly along the southerly line of said Deroehn about one hundred two (102) feet to a stone bound in the westerly line of Elm Street; thence southerly forty-two and three tenths (42.3) feet along the westerly line of Elm Street to the point of beginning.

Third Parcel

A certain lot of parcel of land with the buildings thereon, situated in said Waterville, and bounded and described as follows, to wit:

Beginning at an iron pin in the westerly line of Elm Street, which pin is fourteen (14) feet northerly of the northeasterly corner of Joseph N. Pooler; thence westerly fifty-two and two tenths (52.2) feet to an iron pin; thence southerly ten (10) feet to an iron pin at the northeasterly corner of the lot of land of Arthur and/or Doris Johnson; thence westerly along said Johnson's northerly line forty-nine (49) feet to an iron pin in the easterly line of the Western Avenue School lot; thence northerly along said School lot about sixty-two and five tenths (62.5) feet to the southerly line of land formerly of Deroehn; thence easterly along the southerly line of said Deroehn about one hundred two (102) feet to a stone bound in the westerly line of Elm Street; thence southerly forty-two and three tenths (42.3) feet along the westerly line of Elm Street to the point of beginning.

Also another certain lot or parcel of land situated in said Waterville and bounded and described as follows:

All the land lying northerly (also described as easterly in past deeds) of the line beginning at an iron pipe in the easterly line of the Western Avenue School Lot at the northwesterly corner of land of said Pooler and/or Johnson; thence easterly forty-nine (49) feet to an iron pin which pin is sixty-eight (68) feet northerly of an iron pin at the southeast (also described as southwest in past deeds) corner of the homestead lot of said Pooler and/or Johnson, which pin is also in the northerly line of Western Avenue.

Meaning and intending to convey the same as described in deed recorded in the Kennebec County Registry of Deeds in Book 4809, Page 115.

IN WITNESS WHEREOF, the said Bankruptcy Estate of Bradford J. LaLiberte and Nancy A. LaLiberte, by P. J. Perrino, Jr., its duly appointed Trustee, has hereunto set its hand and seal this 13th day of July, 1998.

Signed, Sealed and Delivered
in the Presence of:

BANKRUPTCY ESTATE OF
BRADFORD J. LALIBERTE AND
NANCY A. LALIBERTE

Witness

P. J. Perrino, Jr., Trustee

STATE OF MAINE
County of Kennebec

Dated: July 13, 1998

Personally appeared before me the above-named P. J. Perrino, Jr., Trustee in Bankruptcy of the Estate of Bradford J. LaLiberte and Nancy A. LaLiberte, and acknowledged that the foregoing instrument is his free act and deed in his said capacity and the free act and deed of said Bankruptcy Estate.

Notary Public/Attorney-at-Law

Joan B. Vannah, Notary Public
State of Maine
My Commission Expires 2/10/2002



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UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

***** 1998 JUL -7 PM 12:00 *****

IN RE:

BRADFORD J. LaLIBERTE and
NANCY A. LaLIBERTE
Debtors

Chapter 7
Case No. 97-11905

ORDER AUTHORIZING SALE OF REAL ESTATE

On the Motion of the Trustee for Order Authorizing Trustee to Sell Certain Real and Personal Property Free and Clear of Liens and Encumbrances dated May 12, 1998, and a certain Notice of Intended Sale of Real Estate Free and Clear of Liens and Encumbrances dated May 12, 1998, after notice to all creditors and parties in interest and ~~fe-hearing held~~ ~~on~~ ~~no hearing being necessary~~, the Court finds that no objections or other responses were filed in connection with the notice or the motion, ~~for that any such objections have been overruled for reasons set forth in the record,~~ that the purchase price is reasonable, that the sale is in the best interests of the estate and its creditors, that the provisions of Section 363 of the Bankruptcy Code and all applicable Bankruptcy Rules have been complied with and that the provisions of Section 363(f) have been satisfied with respect to all liens, encumbrances, claims and interests, that the co-owners of the real estate have consented to the sale and the waiver of any claim to the proceeds of sale, that sale of the property to the proposed purchaser is in good faith and that the other terms set forth in said motion and the Memorandum of Agreement annexed thereto including but not limited to the retention by the Trustee of certain funds from the secured proceeds are fair and reasonable, it is therefore

ORDERED

1. That the Trustee is authorized and directed to sell the interests of the Estate and Alan J. Case and Sandra J. Case, co-owners of an undivided one-half interest in common in certain real estate located at 26 Elm Street, Waterville, Me, as more fully described in a certain deed recorded in the Kennebec County Registry of Deeds in Book 4809, Page 115, certain personal property used or useful in connection with the operation of the Dugout

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restaurant and bar and certain other tangible and intangible property as more fully described in a certain Memorandum of Agreement dated May 20, 1998 between the Trustee and John Jabar, Jr. to John Jabar, Jr. or his nominee for the gross sum of \$100,000, in accordance with the terms and conditions of said Memorandum of Agreement.

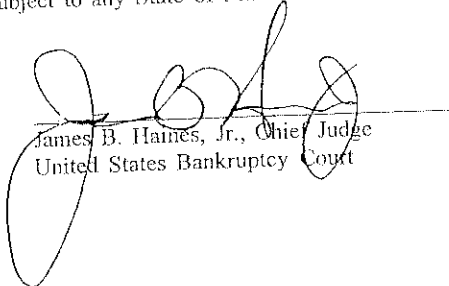
2. Jabar shall be deemed a purchaser in good faith and shall be entitled to the protection afforded by the provisions of Section 363(m) of Title 11, U.S.C.

3. That the sale shall be free and clear of all liens, claims, encumbrances and adverse interests except easements, land use and zoning restrictions of record. All liens shall attach to the proceeds of sale in the same amount and priority as existed prior to the sale and shall be retained by or disbursed to Jabar who holds a valid, properly perfected first lien on said assets, except as specifically provided in this Order.

4. The Trustee shall retain, from the proceeds of sale subject to the lien of Jabar, the sum of \$10,000, free and clear of said lien and all other liens, encumbrances, interests, or direct claims of any other party or creditor and shall be distributed by the Trustee as unencumbered property of the estate according to the provisions of law.

5. Without further order of this Court, the Trustee shall further be permitted at closing to execute all instruments, deeds, bills of sale or other documents which may be necessary or desirable to implement the authority to sell contained in this Order. The conveyance of real estate shall not be subject to any State of Maine transfer tax.

Dated: 7/7/98


James B. Haines, Jr., Chief Judge
United States Bankruptcy Court

cc: P.J. Perrino, Esq.
Debtors
U.S. Trustee
J. William Batten, Esq.

JABAR\SALE.ORD

5/22/98

RECEIVED BY DEPT. CL.

1998 JUL 24 AM 9:00

ATTEST: 
REGISTER OF DEEDS